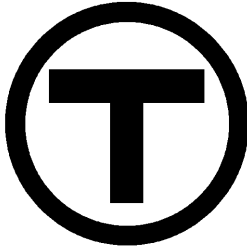


DOCUMENT A00805

REQUIREMENTS OF MASSACHUSETTS BAY TRANSPORTATION AUTHORITY (MBTA)

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RAILROAD OPERATIONS DIRECTORATE

The attached Specifications are required for any construction and/or related activities on, over, under, within or adjacent to railroad property owned or controlled by the Massachusetts Bay Transportation Authority. They are intended to provide general guidelines and safeguards. Attachment A" of Construction Guidelines and Procedures contains a summary of MBTA Railroad Operations Specifications which may be required. It is the responsibility of the Contractor to obtain all the necessary specifications for each project.

MAY 1994

I. **GUIDELINES AND PROCEDURES FOR CONSTRUCTION ON MBTA RAILROAD PROPERTY**

This general specification outlines the immediate design requirements and methodology for progressing construction activities on MBTA Railroad Property.

II. **MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC**

This specification will be included in ALL work requirements on MBTA Railroad Property, and covers rules, requirements, and protective services for any construction-related activity on MBTA Railroad Property. Supplemental specifications are listed below:

III. **INSURANCE SPECIFICATIONS**

This specification details required insurance coverages and limits of the MBTA and Railroad Company(s).

VI. **BRIDGE ERECTION, DEMOLITION AND HOISTING OPERATIONS**

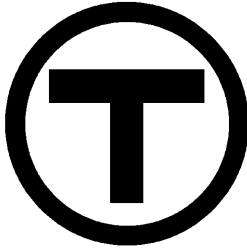
This specification details plan preparation for demolition and/or hoisting and erection of structures on and over MBTA Railroad Property.

VII. **TEMPORARY SHEETING AND SHORING**

This specification details requirements for plan preparation and calculations necessary for sheeting and shoring for construction on or adjacent to MBTA Railroad Property.

IX. **TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND CONSTRUCTION**

This specification outlines criteria for plan preparation related to protection of MBTA Railroad Property when work takes place on overhead structures.



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GUIDELINES AND PROCEDURES FOR CONSTRUCTION ON MBTA RAILROAD PROPERTY

MAY 1994

SECTION 1. SCOPE

- 1.01 These specifications provide general safeguards to railroad property owned or controlled by the Massachusetts Bay Transportation Authority and to railroad operations upon that property during the performance of construction and/or related activities on, over, under, within or adjacent to the railroad property. They are intended as guidelines and do not represent all legal requirements which are or may be associated with construction and/or related activities. The MBTA reserves the right to require additional information and clarification and to make unilateral changes to these specifications at any time, at its sole discretion.

SECTION 2. DEFINITIONS

MBTA	Massachusetts Bay Transportation Authority
RAILROAD COMPANY	The particular reference for the purpose of these specifications is the railroad company which maintains and/or operates or has trackage rights on the subject MBTA Railroad Property, including, but not limited to: -Massachusetts Bay Transportation Authority ("MBTA") -Providence and Worcester Railroad ("P&W") -National Railroad Passenger Corporation ("Amtrak") -Consolidated Rail Corporation ("Conrail") -The Boston and Maine Corporation, The Springfield Terminal Railway Company, its affiliates, successors and assigns ("B&M") -Bay Colony Railroad Corporation ("Bay Colony")
MBTA RAILROAD PROPERTY	All railroad rights of way and adjacent lands owned and/or controlled by the MBTA.
OWNER	The individual, utility, government, or corporation having title to the structure to be constructed upon, over or adjacent to railroad property owned or controlled by the MBTA.
UTILITY	Public or private communication, water, sewer, electric, gas and petroleum companies or other entity governed by the Massachusetts Department of Public Utilities.
GOVERNMENT	Federal, State, Town, City, County and other forms of government.
CORPORATION	Any firm duly incorporated under laws of a state government.
INDIVIDUAL	Any party not defined by "Owner, Utility, Government or Corporation".
CONTRACTOR	The individual, partnership, firm, corporation or any combination thereof, or joint venture, contracting with a Utility, Government, Firm, Company, Corporation or Individual for work to be done on, over, under, within or adjacent to MBTA Railroad Property.
OWNER OR ITS CONTRACTOR	As used in these specifications, does not affect the responsibilities of either party for work conducted on, over, under, within or adjacent to MBTA Railroad Property.

SECTION 3. SUBMITTALS

3.01 INITIAL CONTACT

- A. The MBTA owns the majority of the railroad lines in eastern Massachusetts. Many of these railroad lines are operated for passenger service, using a Railroad Company as an operating and maintaining contractor. Some of the railroad lines are used for freight-only service, operated and maintained by other Railroad Company(s). In most instances, both passenger and freight service are operated over the same railroad lines.
- B. All of the MBTA railroad lines are maintained by a designated Railroad Company(s), excepting rapid transit and light rail lines. The maintaining Railroad Company(s) has rights and responsibilities, in addition to the MBTA's property owner's rights.
- C. To obtain further information concerning License Agreements, Easements, Licenses for Entry, and performance of construction-related activities which affect MBTA Railroad Property, a written request must be forwarded to:

Director of Real Estate
Ten Park Plaza
Boston, MA 02116

The Director of Real Estate is also the contact person for information concerning rapid transit and light rail lines. However, no part of these instructions or specifications are applicable to rapid transit or light rail lines.

SECTION 4. PLANS AND SPECIFICATIONS

- 4.01 SCOPE: It is the intent of the MBTA to eliminate or minimize any risk involved with construction or related activities on, over, under, within or adjacent to MBTA Railroad Property. Therefore, MBTA approval and frequently one or more Railroad Company(s) approval of construction plans and specifications for all phases of a proposed project affecting MBTA Railroad Property is required.
- 4.02 GENERAL: The applicant must provide six (6) sets of plans and specifications to the Director of Real Estate. These plans and specifications must meet the approval of the Railroad Company(s) and the MBTA prior to the start of construction. These plans are to be prepared in sizes as small as possible and are to be folded to an 8 1/2 inch by 11 inch size (folded dimensions) with a 1-1/2 inch margin on the left side and a 1 inch margin on the top.
 - A. After folding, the title block and other identification of the plans shall be visible at the lower right corner, without the necessity of unfolding. Each plan shall bear an individually identifying number and an original date, together with subsequent revision dates, clearly identified on the plan.
 - B. All plans are to be individually folded or rolled and where more than one plan is involved, they shall be assembled into complete sets before submission to the MBTA.
- 4.03 PLANS: The plans are to show all the work which may affect MBTA Railroad Property, and contain a location map and plan view of the project, with appropriate cross sections and sufficient details. The proposed construction or related activities must be located with respect to top of rail (vertical) and center line of track (horizontal). The plan must also include railroad stationing, property lines and subsurface soil conditions. The subsurface information is to be in the form of boring logs with the borings located on the plan view. (The purchase of railroad valuation plans may be arranged by contacting MBTA Engineering offices at 722-3448).
- 4.04 SPECIFICATIONS: The specifications summarized on Attachment "A" attached hereto are the Standard Specifications of the MBTA Railroad Operations Department and apply to all types of construction work affecting MBTA Railroad Property.
 - A. In addition to "Maintenance and Protection of Railroad Traffic" and "Insurance Specifications" which are required for all work on, over, under, within or adjacent to MBTA Railroad Property, certain other Specifications contained in Attachment "A" shall be incorporated into construction/engineering submittals when deemed necessary by the MBTA and/or Railroad Company(s). (The purchase of additional specifications may be arranged by contacting MBTA offices at 722-3448).

SECTION 5. SUBMISSION REVIEW

- 5.01 An initial submission of six (6) sets of plans and specifications for MBTA review must be forwarded to the Director of Real Estate, along with a completed MBTA Application for Entry (Attachment "B"). The submission will be circulated for review and comment to MBTA departments which may be impacted by the proposed project. If approved by the MBTA, an additional submission for the Railroad Company(s) review may be requested by the Director of Real Estate or his designee.
- 5.02 The applicant is advised that the MBTA's initial review process requires a minimum forty-five (45) day period, prior to the Railroad Company(s) involvement, and additional processing time may be required for specific documents (See Section 9).

SECTION 6. INSPECTIONS/PAYMENTS

- 6.01 The MBTA may inspect all projects affecting MBTA Railroad Property at least twice, at the applicant's sole expense. The actual number of MBTA inspections will depend on the size and complexity of the project.
- 6.02 The MBTA may utilize Railroad Company inspectors and flagmen for daily inspection and protection of rail traffic during the term of the construction period or related activities. The Owner or Contractor will be responsible for advance payment of all associated fees.

- 6.03 Advance payments to the MBTA for construction/engineering review of plans and specifications by MBTA staff must be submitted when initial contact is made with the Director of Real Estate. Payments shall be in the form of check or money order, made payable to the Massachusetts Bay Transportation Authority.
- 6.04 Advance payments covering the services for Railroad Company(s) construction/engineering review of plans and specifications, or services of an inspector or flagman, will be paid directly to the Railroad Company(s). The MBTA will advise when such services are required, and the Railroad Company(s) will advise of the amount of the required advance payment.

SECTION 7. EXAMINATION OF PLANS OR PROPERTY

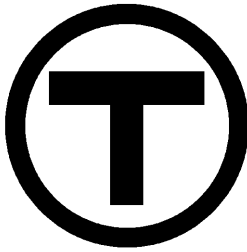
- 7.01 The Contractor/Applicant shall have no claim for any differences between MBTA valuation plans and the actual conditions encountered in the field.

SECTION 8. INSURANCE AND INDEMNIFICATION

- 8.01 Prior to entry upon MBTA Railroad Property, insurance will be provided to and approved by the MBTA and affected Railroad Company(s), as outlined in "Insurance Specifications."
- 8.02 Additionally, all MBTA Licenses and Letters of Authorization contain a clause for indemnifying MBTA and the Railroad Company(s) from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands and/or judgments of any nature whatsoever that may be imposed upon or incurred by or asserted against the MBTA or the Railroad Company(s).

SECTION 9. LEGAL DOCUMENTS FOR TEMPORARY AND PERMANENT INSTALLATIONS

- 9.01 The nature of entry upon or installation within MBTA Railroad Property will determine the authorizing document to be issued. Listed below are brief descriptions of MBTA documents:
- A. **License for Entry:** Authorizes short-term entry for purposes of survey, inspection, test borings, access, etc. One-time administrative/engineering/legal review fee.
 - B. **License Agreement:** Authorizes installations, subject to termination clause, if Applicant chooses not to pursue an Easement. One-time administrative/engineering/legal review fee as well as annual rental fee.
 - C. **Easement:** Authorizes permanent installations in form suitable for recording at Registry Deeds. All easements are non-exclusive and subject to relocation at the Owner's expense, for mass transportation purposes.
 - 1. Easements must receive MBTA Board of Directors approval, which involves considerable time. Once approved by the Board of Directors and upon payment in full to the MBTA, a License for Construction is issued. Upon final inspection and acceptance of the installation by the MBTA the Easement document is issued.
 - 2. Permanent Subsurface Easement widths are limited to a maximum three-foot distance on either side of the occupation.
 - 3.
 - a) A one-time administrative/engineering/legal review fee, in addition to value of easement, as established by independent appraisal conducted at the Applicant's expense.
 - b) If easement size is minimal, as determined by the MBTA, a fixed fee, encompassing administrative/engineering/legal review fees and value of easement shall be assessed.
 - D. **Letter of Authorization:** Authorizes installations and construction activities within the confines of a public way over or under which MBTA railroad tracks cross. One-time administrative/engineering/legal review fee.



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II

MAINTENANCE AND PROTECTION OF RAILROAD TRAFFIC

1994

SECTION 1. GENERAL

- 1.01 The contractor should note that these specifications govern proposed work that involves construction on, over, under, within or adjacent to MBTA Railroad Property. Requirements must be strictly observed whenever the tracks, structures, or properties of the MBTA are involved or affected.
- 1.02 If the tracks or other facilities of the MBTA are endangered, the Contractor shall immediately perform such work as directed by the Railroad Company(s), and upon failure of the Contractor to carry out such orders immediately, the Railroad Company(s) may take whatever steps are necessary to restore safe conditions. The cost and expense to the Railroad Company(s) and/or MBTA of restoring safe conditions or of any damage to the MBTA's trains, tracks, or other facilities caused by the Contractors' or subcontractors' operations, shall be at the sole expense of the Contractor and will be collected as appropriate. This cost shall be paid for by the Contractor and may be deducted from any monies due and that may become due to the Contractor.
- 1.03 Before entering upon MBTA Railroad Property:
- A. The Owner or its Contractor shall be fully informed of all requirements of the MBTA pertaining to the specific project and shall conduct all his work accordingly. Any questions relating to the requirements of the MBTA should be directed to the Chief Engineering Officer of the MBTA or his authorized representative.
 - B. The Owner or its Contractor shall execute an MBTA License for Entry, and shall provide the MBTA and Railroad Company(s) with the information required in the "Insurance Specifications".
 - C. The Owner or its Contractor shall take note that if an excavation is to be made within a 2 to 1 slope line commencing 5.5 feet from the centerline of track, he shall submit the proposed method of soil stabilization for approval by the Chief Engineering Officer of the MBTA.
 - D. The Owner or its Contractor shall furnish detailed plans, for falsework, bracing, sheeting, or other supports adjacent to the tracks for approval by the Chief Engineering Officer of the MBTA and the Railroad Company(s), and the work shall be performed in accordance with "Temporary Sheet piling and Shoring". All plans and calculations shall be stamped by a Registered Professional Engineer.
 - E. The Owner or its Contractor shall give written notice to the Chief Engineering Officer of the MBTA and the applicable Railroad Company(s) at least 21 days in advance of starting work or locating equipment at the site.
 - F. The Owner or its Contractor shall make all necessary arrangements with the MBTA before entering upon MBTA Railroad Property.
- 1.04 After entering upon MBTA Railroad Property:
- A. The Owner or its Contractor shall have in his possession on the job site the contract plans and specifications which bear the stamp of approval of the MBTA Chief Engineering Officer or Railroad Company(s). The Owner or its Contractor shall conduct all his work according to these plans and specifications.
 - B. All work shall be performed and completed in a manner fully satisfactory to the MBTA Chief Engineering Officer or authorized representative (s). Railroad Company(s) inspection of the work shall be conducted at any time and the Owner or its Contractor shall cooperate fully with the MBTA and Railroad Company(s) representatives.
 - C. All equipment used by the Owner or its Contractor on MBTA Railroad Property may be inspected by the Railroad Company(s) and shall not be used if considered unsatisfactory by the Railroad Company(s) representative. Equipment of the Owner or its Contractor to be used adjacent to tracks shall be in first class condition so as to positively prevent any failure that would cause delay in the operation of trains or damage to MBTA or railroad facilities. Equipment shall not be placed or put into operation adjacent to a track without first obtaining the permission of the Railroad Company(s).

- D. Operators of such equipment must be properly licensed and may be examined by the Railroad Company(s) representative to determine their fitness. If it is determined that they are unfit to work, then the Owner or its Contractor shall remove them from MBTA Railroad Property.
- E. If the Chief Engineering Officer of the MBTA deems it necessary, the Owner or its Contractor shall furnish and erect in close proximity to the site of the work a suitable, furnished shelter with lights, heat, telephone, etc., for use by Railroad Company(s) personnel providing services to the Owner's or Contractor's work.
- F. The Owner or its Contractor's work shall be performed in such manner that the tracks, train operations and appurtenances of the MBTA and the Railroad Company(s) will be safeguarded.
- G. Open excavations shall be suitably planked and safeguarded when construction operations are not in progress.
- H. Blasting will be permitted under or adjacent to tracks only after proof that blasting is required and all methods have been approved by the MBTA's Chief Engineering Officer and the Railroad Company(s). All blasting operations must comply with the MBTA's "Blasting Specifications".
- I. The Owner or its Contractor shall be fully responsible for all damages arising from their failure to comply with the requirements of these specifications. Failure to comply may result in their removal from MBTA Railroad Property, at the MBTA's sole discretion.

SECTION 2. RULES. REGULATIONS. ETC.

- 2.01 Railroad traffic shall be maintained at all times with safety and continuity, and the Contractor shall conduct all operations on, over, under, within or adjacent to MBTA Railroad Property within the rules, regulations, and requirements of the Railroad Company(s) and/or MBTA. The Contractor shall be responsible for acquainting himself with such requirements as the Railroad Company(s) and/or MBTA may demand.
- 2.02 The Contractor shall obtain verification of the time and schedule of track occupancy from the Railroad Company(s) before proceeding with any construction or demolition work on, over, under, within or adjacent to MBTA Railroad Property. The work shall not proceed until the plans and method of procedure have been approved by the Chief Engineering Officer of the MBTA or his authorized representative.
- 2.03 All work to be done on, over, under, within or adjacent to MBTA Railroad Property shall be performed by the Contractor in a manner satisfactory to the MBTA and the Railroad Company(s), and shall be performed at such times and in such manner, as to not interfere with the movement of trains or operations upon the tracks of the MBTA. The Contractor shall use all necessary care and precaution in order to avoid accidents, delay or interference with the MBTA's trains or other property.
- 2.04 The Contractor shall give written notice to the Railroad Company(s) at least twenty one (21) days prior to the commencement of any work, or any portion of the work, by the Contractor or his subcontractors on, over, under, within or adjacent to MBTA Railroad Property, in order that necessary arrangements may be made by the Railroad Company(s) to protect railroad operations.
- 2.05 If deemed necessary by the Railroad Company(s), it may assign an inspector and/or engineer who will be placed on the work site during the time the Contractor or any subcontractor is performing work on, over, under, within or adjacent to MBTA Railroad Property. The cost and expense will be paid directly by the contracting party with an advance deposit to the Railroad Company(s), unless otherwise approved.
- 2.06 Before proceeding with any construction or demolition work, on, over, under, within or adjacent to the MBTA's Railroad Property, a preconstruction meeting shall be held at which time the Contractor shall submit for approval of the MBTA and Railroad Company(s), plans, computations, and a detailed description of the method for accomplishing the construction work, including methods of protecting railroad operations. Such approval shall not serve in any way to relieve the Contractor of complete responsibility for the adequacy and safety of the referenced methods.
- 2.07 During any demolition procedure, the Contractor must provide an approved shield to prohibit all debris from falling onto MBTA Railroad Property. A protective fence must be erected at both ends of the project to prohibit trespassers from entering MBTA Railroad Property.
- 2.08 Cranes, shovels, or any other equipment shall be considered to be fouling the track when located in such position that failure of same with or without load, brings the equipment within the fouling limit. The Contractor's employees and equipment will not be permitted to work near overhead wires or apparatus.
- 2.09 The Contractor shall conduct his work and handle his equipment and materials so that no part of any equipment should foul an operated track or wire line without the written permission of the Railroad Company(s). When it becomes necessary for the Contractor to foul any track, he must give the Railroad Company(s) written notice of his intentions twenty one (21) days in advance, so that if approved, arrangements may be made for proper protection of the Railroad Company(s).
- 2.10 The Contractor's equipment shall not be placed or put into operation adjacent to tracks without first obtaining permission from the Railroad Company(s). Under no circumstances shall any equipment or materials be placed or stored within fifteen (15) feet from the centerline of the closest track.
- 2.11 Materials and equipment belonging to the Contractor shall not be stored on MBTA Railroad Property without first having obtained permission from the Railroad Company(s), and such permission will be on the condition that the MBTA and/or Railroad Company(s) will not be liable for damage to such materials and equipment from any cause. The Contractor shall keep the tracks adjacent to the site clear of all refuse and debris that may accumulate from construction operations, and

shall leave the MBTA Railroad Property in the condition existing before construction commencement. Equipment repair, refueling or extended storage is prohibited on MBTA Railroad Property.

- 2.12 The Contractor shall consult the Railroad Company(s) in order to determine the type of protection required to insure safety and continuity of railroad operations. The railroad field engineer may assign track foremen, flagmen, signalmen or other employees deemed necessary for protective services by the Railroad Company(s), to insure the safety of trains and MBTA Railroad Property. The cost of same shall be paid directly by the contracting party with an advance deposit to the Railroad Company(s), unless otherwise approved.
- 2.13 The provision of such protective services, and other precautionary measures, shall not relieve the Contractor from liability for the cost of any and all damages caused by his operations.
- 2.14 The Railroad Company(s) will require protection during all periods when the Contractor is working on, over, under, within or adjacent to MBTA Railroad Property or as may be deemed necessary. When protection is required, the Contractor shall make the request in writing to the Railroad Company(s) at least twenty-one (21) days before such protection is required.
- 2.15 The Contractor shall not bill the Railroad Company(s) or MBTA for any work which he may perform, unless the Railroad Company(s) or MBTA authorizes the said work in writing. This work must be to the benefit of the MBTA or Railroad Company(s).
- 2.16 The Contractor, subcontractor and respective employees who will come within the limits of the MBTA Railroad Property, must first attend the Railroad Company(s) Safety Orientation Class. They are required to comply with the Railroad Company(s) Safety Requirements throughout the entire construction period. All costs associated with compliance of the Railroad Company(s) Safety Requirements will be at the sole expense of the Contractor and subcontractors.
- A. The Contractor for the project must appoint a qualified person who will be designated as a Safety Representative. He must be approved by the Railroad Company(s) Safety Representative. The Contractor's designee will be responsible to give Safety Orientation to the Contractor's/subcontractor's employees who will come onto the MBTA's Railroad Property for short periods of time after the initial Safety Orientation Class has been given by the Railroad Company(s). The Contractor's designee will keep the Railroad Company(s) Safety Representative informed of the temporary employees who received Safety Orientation. The Railroad Company(s) Safety Orientation Class will be repeated when employee turnover or groups of Contractor's and subcontractor's employees are such that another Railroad Company(s) Safety Orientation Class is justified.
- B. Contractors will follow established safety procedures and remain 15 feet or more from the centerline of the closest track. When it becomes necessary for Contractors to encroach on this 15 foot limitation, the proper fouling procedures will be arranged with the Railroad Company (s).
- C. Contractors will establish the 15 foot foul line by installing stakes and taping off the area prior to beginning work.
- 2.17 Upon completion of the work, the Contractor shall remove from the MBTA Railroad Property, all machinery, equipment, surplus materials, falsework, rubbish, temporary buildings and other property of the Contractor, or any subcontractor, and shall leave MBTA Railroad Property in a condition satisfactory to the MBTA and Railroad Company(s). Failure to comply will result in Railroad Company(s) forces restoring MBTA Railroad Property at the Contractor's expense.
- 2.18 The Contractor will pay the Railroad Company(s) directly, for all protective services unless otherwise approved. The services are performed to insure safe operation of trains when construction work would, in the Railroad Company(s) opinion, be a hazard.

SECTION 3. DEFINITION OF HAZARD

- 3.01 Protection Services will be required whenever the Contractor is performing work on, over, under, within or adjacent to MBTA Railroad Property. This will include excavating, sheeting, shoring, erection, removal of forms, handling material, using equipment which by swinging or by failure could foul the track, and when any other type of work being performed, in the opinion of the Railroad Company(s), requires such service.
- 3.02 Railroad operations will be considered subject to hazard when explosives are used in the vicinity of MBTA Railroad Property during the driving or pulling of sheeting for footings adjacent to a track, when erecting structural steel across or adjacent to a track, when operations involve swinging booms or chutes that could in any way come closer than 15 feet to the center line of a track or wire line. None of these or similar operations, shall be carried on without Railroad Company(s) protective services personnel on site.
- 3.03 A signal line or communication line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any wire or cable. An electrical supply line shall be considered fouled and subject to hazard when any object is brought closer than ten (10) feet to any wire of the line.
- 3.04 As excavation approaches pipes, conduits, or other underground structures on or adjacent to MBTA Railroad Property, digging by machinery shall be discontinued and the excavation shall continue by means of hand tools. All existing pipes, poles, wires, fences, property line markers, and other structures, which the MBTA and/or Railroad Company(s) decides must be preserved in place, shall be carefully protected from damage by the Contractor or its Owner. Should such items be damaged, they shall be restored by the Railroad Company(s), at the Owner's or Contractor's sole expense to the original condition prior to construction commencement. If any excavation is taken beyond the work limit indicated on the approved plans or prescribed herein, the Owner or its Contractor shall backfill and compact to the satisfaction of the Railroad Company(s) at his own expense.

SECTION 4. BACKFILL

4.01 Backfilling

- A. All backfill material adjacent to any Railroad Company(s) facility shall be approved by the Railroad Company(s). Backfill material shall be free from hard lumps and clods larger than 3 inches in diameter, and free from large rocks or stumps. Uniformly fine material shall be placed next to any pipe liable to dent or break.
- B. All backfill material shall be compacted at near optimum moisture content, in layers not exceeding 6 inches in compacted thickness by pneumatic tampers, vibrator compactors, or other approved means to the base of the railroad subgrade. Material shall be compacted to not less than 95 percent of AASHTO T 99, Method C. The Contractor will be required to supply to the job site, ballast stone (AREA #4) to be installed by the Railroad Company(s).

4.02 Certification

The Owner or its Contractor shall provide testing, through the use of a testing lab or Professional Engineer, to insure that the in place density of the backfill meets or exceeds the requirements of Section 4.01(B). Written certification of the tests shall be given to the Railroad Company(s) immediately upon completion of the test.

4.03 Alternate

In the case of an open cut crossing of the MBTA Railroad Property, the Owner or its Contractor may backfill with concrete having a three-day compressive strength of 1000 psi to the base of the track subgrade. This may be used in lieu of providing the certification of proper compaction when using gravel backfill. The Owner or its Contractor will be required to supply to the job site, ballast stone (AREA #4) to be installed by the Railroad Company(s).

SECTION 5. CLEARANCES

- 5.01 Staging, falsework, or forms shall at all times be maintained with a minimum vertical clearance of 22'6" above top of the high rail and a minimum horizontal clearance of 15' from the center line of track.

SECTION 6. PROTECTION SERVICES

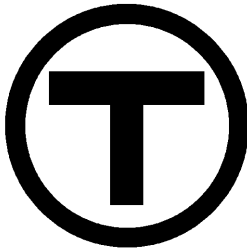
- 6.01 The MBTA shall require railroad inspection and may require railroad flagging. Prior to start of any work on MBTA Railroad Property, the Owner or its Contractor shall submit a deposit in the amount required by the Railroad Company(s). If Railroad Company(s) expenses are greater than the amount of deposit, the Owner or its Contractor shall reimburse the Railroad Company(s) for the balance when billed, and, if the Railroad Company(s) expenses are less than the amount of deposit, the Railroad Company(s) will refund the balance to the Owner or its Contractor. The Railroad Company(s) reserves the right to request additional deposits as project work progresses.
- 6.02 If the MBTA or Railroad Company(s) determines that flagmen are necessary, the number required shall be on duty at the site during the hours of hazard described under Section 3. No work shall be performed if flagmen are required but are not on duty.
- 6.03 It shall be the responsibility of the Owner or its Contractor to keep the MBTA and Railroad Company(s) informed at all times when the Owner or its Contractor shall be working on, over, under, within or adjacent to MBTA Railroad Property and creating the hazards described under Section 3. Failure of the Owner or its Contractor to give the MBTA and Railroad Company(s) suitable advance notice of hazardous operation shall result in the shut down of the work by the Railroad Company(s), until such time as sufficient number of flagmen are on duty at the site. If this becomes a repeat occurrence, the Contractor will be removed from the project.
- 6.04 The Railroad Company(s) will make its best effort to provide protective services personnel. Should the situation arise where such personnel are not available, Contractor operations must cease. The Railroad Company(s) is not liable for any monetary claims incurred during the absence of protective services personnel.

SECTION 7. INSPECTION

- 7.01 If deemed necessary by the Chief Engineering Officer of the MBTA, the MBTA will furnish and assign an engineers) for inspection and the Railroad Company(s) will furnish an appropriate inspector for general inspection purposes or for general protection of MBTA Railroad Property and operations during construction. All protection services will be at the expense of the Owner or its Contractor.

SECTION 8. EXTRA-CONTRACT SERVICES

- 8.01 Temporary and permanent changes of tracks and all railroad utilities made necessary by the work of the Contractor, will be made by the MBTA or Railroad Company(s) at the expense of the Owner or its Contractor.
- 8.02 All other changes made or services furnished by the Railroad Company(s), at the request of the Owner or its Contractor will be at the Owner's or its Contractor's expense.



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III

INSURANCE SPECIFICATIONS

MAY 1994

The insurance outlined in these Specifications is required of the Owner or Contractor, and shall be provided by or in behalf of all subcontractors performing any portion of the work. The Owner or Contractor shall be responsible for any modifications, deviations or omissions of the required insurance as it applies to subcontractors.

All insurance policies, unless otherwise specified under Railroad Protective Liability Insurance, are to be written either on an occurrence basis or, if a claims-made form, applicable renewals must have a date retroactive to the construction start date and shall be maintained in force for one year following the acceptance of the work by the MBTA or its duly authorized representative.

With the exception of Railroad Protective Liability Insurance, all insurance policies must name the MBTA as an additional insured as its interest appears and waive any rights of subrogation against the MBTA.

Certificates of Insurance evidencing (1) either the claims-made or occurrence form coverage, (2) work description/location, (3) Owner or Contractor's corporate name, and (4) individual, company, government agency or municipality for which the work is being performed, are to be furnished to the MBTA prior to work commencement, and within fifteen (15) days of expiration of the insurance coverage, when applicable.

All policies must contain a minimum thirty (30) day written notice of cancellation clause, and provide that the Insurance Company shall notify the Owner, Contractor, MBTA and Railroad Company(s), via registered mail, of any cancellation, change or expiration of the policy.

Original Insurance Certificate(s) shall be received and approved by the MBTA before the Owner or Contractor will be allowed entry upon MBTA Railroad Property. Certificates, including any required endorsements, shall be furnished to the MBTA, c/o Risk Manager, Office of the Treasurer-Controller, Ten Park Plaza, Room 8450, Boston, MA 02116, and shall provide stated coverage and a provision that Notice of Accident (occurrence) and Notice of Claim shall be given to the Insurance Company as soon as practicable after notice to the insured(s).

Original Insurance Binders reflecting Railroad Protective Insurance shall be received and approved by the MBTA and the appropriate Railroad Company(s) prior to entry upon MBTA Railroad Property. Mailing addresses for transmittal of original Insurance Binders to the named insured Railroad Company(s) are contained on Page Four of these Specifications.

The Owner or Contractor shall indemnify, defend and save harmless the MBTA and the appropriate Railroad Company(s) from and against any and all liabilities, losses (including losses of revenue), claims, costs, damages and expenses (including reasonable attorney's fees and expenses) that may be asserted against or incurred by the MBTA and the Railroad Company(s) arising from or as a result of the Owner or Contractor's work, or its use of adjacent land. Said indemnification shall include claims, whether covered by insurance or not, including, but not limited to Worker's Compensation and similar insurance.

The Owner or Contractor shall maintain, during the life of the contract, from company(s) authorized to do business in the Commonwealth of Massachusetts and satisfactory to the MBTA:

A. COMMERCIAL GENERAL LIABILITY INSURANCE for personal injury, bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering all work performed on over or adjacent to MBTA Railroad Property (the "work"), including:

1. All operations;
2. Contractual liability;
3. Coverage for the so-called "X, C, U" hazards, i.e., collapse of building, blasting, and damage to underground property;
4. Asbestos abatement, when applicable.

B. **AUTOMOBILE LIABILITY INSURANCE**, including the use of all vehicles owned, non-owned, leased and hired, in an amount not less than \$2,000,000 combined single limit covering all the work.

C. **WORKER'S COMPENSATION INSURANCE** including Employees Liability Insurance, as provided by Massachusetts General Laws, Chapter 152, as amended, covering all the work.

D. **UMBRELLA LIABILITY COVERAGE**, in an amount not less than \$5,000,000 per occurrence covering all the work.

E. **HAZARDOUS MATERIALS INSURANCE** if the work involves hazardous materials, the following coverage is required:

1. Pollution Liability Insurance for sudden and gradual occurrences in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate arising out of the work, including but not limited to all hazardous materials identified in the contract.
2. When applicable, the Owner or Contractor shall designate the disposal site and furnish a Certificate of Insurance from the Disposal Facility for Environmental Impairment Liability Insurance for (a) sudden and accidental occurrences in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate and (b) non-sudden occurrences in an amount not less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
4. Certificates of Insurance shall clearly state the hazardous materials exposure work being performed.

F. **RAILROAD PROTECTIVE LIABILITY INSURANCE** is specifically designed for insuring Railroads, and is purchased by the Owner or Contractor in the name of the MBTA and the Railroad Company(s). **The Railroad Company(s) is the named insured on the op policy** Railroad Protective Liability Insurance is required for any work performed within fifty (50) feet from center line of the nearest railroad track; it is not a substitute for any types of insurance outlined in these Specifications. Required limits are:

Bodily Injury not less than \$2,000,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of \$6,000,000 for all damages arising out of bodily injury to or death of two or more persons in any one accident;

Property Damage: not less than \$2,000,000 for all damages arising out of injury to or destruction of MBTA property in any one accident, and subject to that limit per accident, a total of \$6,000,000 in the aggregate for all damages arising out of injury to or destruction of MBTA property.

Questions regarding insurance should be directed to MBTA's Risk Manager at (617) 722-4447.

Questions regarding train counts and train speeds should be directed to the appropriate Railroad Company(s) listed on Page Four.

PROOF OF INSURANCE

MAILING ADDRESSES

MBTA

Risk Manager
c/o Treasurer-Controller
10 Park Plaza
Boston, MA 02116
cc: MBTA Real Estate Management

National Railroad Passenger Corporation (Amtrak)

Boston Division Office
c/o Division Engineer
32 Cobblehill Road
Somerville, MA 02143

Consolidated Rail Corporation

Chief Engineer
Design and Construction
2201 Market Street - 11C
P.O. Box 41411
Philadelphia, PA 19101

Bay Colony Railroad Corporation

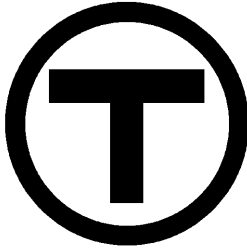
General Manager
4 Freight House Road
East Wareham, MA 02571

Boston and Maine Corporation and Springfield Terminal Railway Co.

Chief Engineer
402 Amherst Street
Suite 300
Nashua, NH 03063-1287

Providence and Worcester Railroad Company

P.O. Box 1188
Worcester, MA 01601



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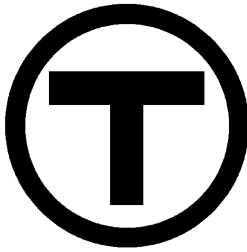
RAILROAD OPERATIONS DIRECTORATE

VI BRIDGE ERECTION, DEMOLITION AND HOISTING OPERATIONS

MAY 1994

Submittals for bridge erection, demolition, or other hoisting operations shall be prepared and stamped by a Registered Professional Engineer and must include the following:

1. Plan view showing locations of crane or cranes, operating radii, with delivery or disposal locations shown.
2. Crane rating sheets showing cranes to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
3. Plans and computations showing weight of picks.
4. Location plan showing obstructions, indicating that the proposed swing is possible.
5. Data sheet listing type and size of slings or other connecting equipment. Include copies of catalog cuts or information sheets of specialized equipment. The method of attachment must be detailed on the erection plan. All lifting components must be adequate for 150% of the lift.
6. A complete procedure indicating the order of lifts and any repositioning or rehitching of the crane or cranes.
7. Plans detailing temporary support of any components or intermediate stages.
8. A time schedule (by hour and day) of the various stages, as well as a schedule for the entire lifting procedure.



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VII TEMPORARY SHEETING AND SHORING

MAY 1994

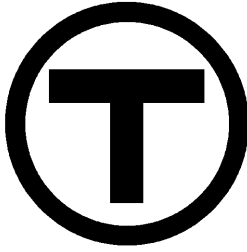
The following items are to be included in the design and construction procedures for all permanent and temporary facilities on, over, under, within or adjacent to MBTA Railroad Property:

1. Footings for all piers, columns, walls or other facilities shall be located and designed so that any temporary sheeting and shoring for support of adjacent track or tracks during construction will not be closer than toe of ballast slope. (See dimensions in the MBTA's Book of Standard Plans, # 1000 and # 1002 for tangent and curved track). Sheeting will be required when excavation is inside of a line which extends horizontally from 5.5 feet off center line of adjacent track, then on a 2 (horizontal) to 1 (vertical) slope. This is known as the zone of influence.
2. Where physical condition of design impose insurmountable restrictions requiring the placing of sheeting closer than specified above, the matter must be submitted to the Chief Engineering Officer for approval of any modifications.
3. When support of track or tracks is necessary during construction of above mentioned facilities, interlocking steel sheeting adequately braced and designed to carry E-80 live load plus 50% impact is required. Soldier piles and lagging will be permitted for supporting adjacent track or tracks only when required penetration of steel sheet piling cannot be obtained or when in the opinion of the Chief Engineering Officer, or his authorized representative, steel sheet piling would be impracticable to place.
4. Exploratory trenches, three (3) feet deep and fifteen (15) inches wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in areas where railroad underground installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled and compacted immediately. This work must be done in the presence of a railroad inspector.
5. Absolute use of track is required while driving sheeting adjacent to any track. Procedure for arranging the use of track shall be through the Railroad Company(s) representative on the project.
6. Cavities adjacent to sheet piling, created by driving of sheet piling, shall be filled with sand and any disturbed ballast must be restored and tamped immediately as required by the Railroad Company(s).
7. Sheet piling shall be cut off at top of tie during construction. After construction and backfilling has been completed, the piling within twelve (12) feet from centerline of track will be cut off 24" below bottom of tie or 24" below finished grade, whichever is greater. Sheeting, used as a form on a permanent structure, will be cut as directed by the Railroad Company(s).
8. The excavation adjacent to the track shall be covered and protected by handrails and barricades, warning lights shall be provided by the Contractor as directed by the Railroad Company(s).
9. Graded backfill material shall be compacted at near optimum moisture content, in layers not exceeding 6 inches in compacted thickness, by pneumatic tampers, vibrator compactors, or other approved means to the base of the railroad subgrade. Material in the vicinity of sheet pile shall be compacted to not less than 95 percent of AASHTO T 99, Method C. The Contractor will be required to supply, to the job site, ballast stone as prescribed herein to be installed by the Railroad Company(s).
10. The Contractor is to advise the Railroad Company(s) of the time schedule of each operation and obtain approval of the Railroad Company(s) for all work to be performed adjacent to MBTA tracks so that it may be properly supervised by railroad personnel.
11. All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer and shall be accompanied by complete design computations when submitted for approval.
12. Particular care shall be taken to avoid erosion or filling of the Railroad Company(s) drainage facilities. Erosion and sediment control in the vicinity of the railroad shall be as approved by the Chief Engineering Officer. Correction of disrupted Railroad Company(s) drainage facilities shall be at the Contractor's sole expense.

MBTA REQUIREMENTS FOR GEOTECH MONITORING

THE FOLLOWING SPECIFICATIONS ARE REQUIRED FOR ALL PILE DRIVING/EXCAVATING OPERATIONS:

1. Pile driving will be on a continuous basis for each pile driven. Once a pile is started it will be driven to or cut off at an elevation not to exceed the plane across the top of the rails of any track within 8'-6" plus 2" for each degree of curvature from centerline of track to the closest edge of the pile or excavation.
2. The monitoring points will be set up one week before the pile driving or excavation operations begin. The MBTA and the Railroad Company(s) shall be notified. Elevation readings to establish the initial baseline reading shall begin two days prior to the start of driving. Readings shall be for a minimum of two weeks after the completion of the driving or backfilling of the excavation, whichever is longer. Initial readings immediately after any surfacing operations shall serve as new baseline figures. All future elevation readings shall be compared to the adjusted baseline. If the track deviates to a condition not acceptable to the MBTA or Railroad Company(s), corrections will be made at the proponent's expense.
3. Elevation readings will be taken from the top of each rail of each track within the "zone of influence" of the excavation. See Section 1, Page 1 of this specification.
4. Elevation readings will be taken once per eight hour shift. The readings will be faxed to the MBTA and Railroad Company(s) on a daily basis and all information is to be presented in legible print. During excavation within the sheet pile protected area, the top of rail elevations shall be checked every four hours. Additional readings may be required by the MBTA or Railroad Company(s)
5. Stations shall be spaced at 15-1/2 foot intervals. The number of stations required will be determined by the length of the excavation parallel to the tracks. There will be four additional stations on each end of the pile driving/excavation operation along the track. Extra stations may be required by the MBTA or Railroad Company(s).
6. Elevation readings must show the date, time, weather conditions and temperature. Each reading must also provide the following information: track number, compass direction, station number, base elevation (with date), static elevation, change in elevation (recorded in hundredths and in inches); dynamic reading and total deflection in inches. See sample sheet attached.
7. Station "0" will be located at the centerline of the project with Stations 1, 2, 3, etc., being to the right and Stations -1, -2, -3, etc., being to the left when standing on the near track and looking at the work. In multiple track areas the stations as determined herein are to be carried across each track located within any part of the zone of influence. See Plate I.
8. At each monitoring station a dynamic load measurement will also be taken. The dynamic load measurement device will consist of a wooden stake placed firmly in the ballast and initially in contact with the bottom of rail. The loaded measurement is the resultant gap between the bottom of the rail and the top of the stake caused by the deflection of the rail under the load of a passing train. Based on field observations of the excavation, and at the option of the MBTA or railroad company(s), this requirement may be reduced.
9. Elevation readings taken from the top of rail for static measurement and the dynamic reading shall be combined and the sum compared to the adjusted baseline. This reading will demonstrate the difference in elevation caused by the excavation.
10. The MBTA requires that the track be maintained at all times within established criteria for the specific track classification. At the completion of the project the requirement for tamping and realigning the tracks, caused by the settlement from the construction activity, remains with the proponent for the duration as specified by the MBTA in their initial review of the work plans. This tamping and track realignment will be performed by the MBTA or railroad company(s) at the sole expense of the proponent.



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VIII

BLASTING SPECIFICATIONS

MAY 1994

Blasting on, over, under, within or adjacent to MBTA Railroad Property will be permitted only in special cases where it is demonstrated to the MBTA's Chief Engineering Officer that there is no practicable alternative to perform the work.

In such cases when blasting is permitted, the Contractor must submit a detailed blasting program to the MBTA and Railroad Company(s) for approval prior to the commencement of any work. The blasting program must contain the following information:

- a. Site plan with location of nearest MBTA structure.
- b. Plan of each blast showing hole spacing and delay pattern.
- c. Diameter and depth of each hole.
- d. Amount of explosives per hole.
- e. Total pounds of explosives per day.
- f. Total amount of explosives per blast.
- g. Type of non-electric delays to be used.
- h. Amount of stemming in each hole.
- i. Type of explosive to be used.
- j. Soil and rock profile in blast zone.
- k. Scaled distance to the nearest MBTA facility.
1. Type and location of seismograph to be used.
- m. Size of blasting mats to be used.
- n. Safety precautions to be followed.

The following general requirements are to be adhered to:

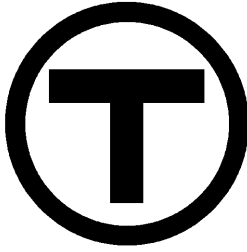
- a. Obtain the services of a qualified vibration and blasting consultant to monitor the blasting.
- b. Use a non-electric detonation system whenever possible. If electric caps are used, a check must be made for stray currents, induced current and radio frequency energy to insure that this hazardous extraneous electricity is at an acceptable safe level.
- c. Provide an open face for maximum relief of burden.
- d. Limit the maximum peak particle velocity to 1 inch per second. Depending on existing conditions, this may be modified to 2 inches per second.
- e. Maintain an initial scale distance of 60 ft. per 1-1/2 lbs. After initial blasting, scale distance may be modified to a minimum of 50 ft. per 1-1/2 lbs. if conditions permit.

Scale distance = Distance from blast to structure (in feet)

$\sqrt{\text{Weight of explosives per delay (in pounds)}}$

The contractor shall provide for a pre-blast and post-blast survey, including photographs. An inspection of all nearby MBTA facilities shall be made to determine any changes that may occur due to blasting operations.

The contractor shall coordinate all blasting with the MBTA and Railroad Company(s) in advance to determine when the charges may be set. The contractor is advised that the MBTA and Railroad Company(s) use two-way radios for train control. The radios operate in the 160 Mhz area. These radios cannot be turned off at any time.



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IX TEMPORARY PROTECTION SHIELDS FOR DEMOLITION AND CONSTRUCTION

MAY 1994

The Railroad Company(s) will determine when and where protection shields are required. The design and construction of temporary protection shields must adhere to the following specifications:

1. The construction of temporary protection shields will be designed to prevent any dust, debris, concrete, formwork, paint, or tools from falling on MBTA Railroad Property below.
2. The temporary protection shields shall be erected prior to the start of work. The Railroad Company(s) will determine whether or not sufficient protection has been provided to perform the work over any particular area.
3. The temporary protection shields shall remain in place until all work over the railroad has been completed and shall be removed only when ordered by the Railroad Company(s).
4. To minimize the inconvenience to the users of any properties below and adjacent to the project, the Contractor will be required to complete the actual erection and removal of the temporary shields within time limits acceptable to the Railroad Company(s).
5. The erected temporary protection shields shall not infringe on any existing minimum vertical clearance.
6. The Contractor will be required to obtain the approval of the Railroad Company(s) before commencing any work beneath the shield. In certain areas, depending on the nature of the work, the Railroad Company(s) may require a specific method of protection.
7. The horizontal shield shall be designed to carry a live load of 100 pounds per square foot and a single concentrated load of 2,000 pounds located to produce maximum stress. The vertical shield shall be designed to carry a wind load of 30 pounds per square foot.
8. Prior to the start of construction, the Contractor will be required to submit the details of the temporary protection shield to the Railroad Company(s), who will review and approve the details only as to the methods of erection and as to whether or not the proposed installation will provide the level of protection required at the various locations. It is the Contractor's responsibility to design these protections so that they are in conformance with all existing laws, regulations and specifications that govern this type of work. Shield plans must include a material list and shall be designed by a Registered Professional Engineer. The drawings and calculations must bear his seal when they are submitted to the Railroad Company(s).
9. If during the actual construction, the Railroad Company(s) deems that the shield is not providing the desired level of protection or that the Contractor has failed to properly maintain the shield, all work at the affected location shall cease until corrective measures acceptable to the Railroad Company(s) are instituted.
10. All temporary shields will be constructed using new material.

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